Book 2011 Page 3633
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Do not write or type above this line; for recorder use only.

FORM 5181 (9-2008)

RETURN TO PREPARER: Farm Credit Services of America, 1301 W. Main St. Manchester, IA 52057 — Tracey Ogden (563) 927-3159

CTL 2: 300 CTL 3: 122 Customer No: 100585 Note No: ___

Farm Credit Services of America

ASSIGNMENT OF REAL ESTATE PURCHASE CONTRACT FOR SECURITY PURPOSES

This Assignment made by Mark E. Goebel and Susan K. Goebel, (Assignors), to Farm Credit Services of America, FLCA (Assignee).

WHEREAS, Assignors as purchasers have entered into or are successors in interest to a contract to purchase certain real estate from Vivian W. Shane f/k/a Vivian M. Wintakger f/k/a Vivian W. Taylor and Charles R. Shane, wife and husband, and Anna Mae Fabric a/k/a Anna Wintakger Fabric f/k/a Anna Mae Wintakger, a single person, (Sellers) located in Delaware County, Iowa, more particularly described as follows:

SE ¼ SW ¼, Sec. 6, T89N, R6W of the 5th P.M., Delaware County, Iowa.

said contract being recorded in Book 135 L.D., Page 341, or as ----- in the real estate records of said county.

WHEREAS, Assignors, pursuant to a loan(s), have executed note(s) payable to Assignee.

NOW, THEREFORE, in consideration of the original loan(s), loan number 122-100585-202 +203 MG SG, and of any loan servicing action, Assignors hereby sell, assign, transfer and convey to Assignee, its successors and assigns, all of their right, title and interest in, to and under said contract and the real estate described therein as additional security for, and to facilitate the repayment of said note(s) together with interest thereon payable according to the terms of said note(s); and the repayment in full of any and all future and additional advances which may be made by Assignee, at its option, at the request of, and to or for the account of Assignors, or any of them, for any purpose, plus interest on all such advances, under the above or any other note(s) or other instrument(s) taken in refinancing, extending, renewing, reamortizing or restructuring such indebtedness or any part thereof, all payable according to the terms of said note(s) or any instrument(s); and the repayment in full of all amounts advanced by Assignee, at its option, to or on behalf of Assignors as protective advances authorized in the loan agreement(s), or in other instrument(s), which may be given to evidence such advances plus interest on all such advances, payable as provided in the note(s), loan agreement(s) or other instrument(s); and the payment in full of any and all other past, present or future, direct or contingent, debts and liabilities of Assignors to Assignee of any nature whatsoever.

Each of the undersigned Assignors hereby relinquish all rights of dower, homestead and distributive share in and to any real property which is described in mortgages, contracts of sale or other security instruments referred to above and waive all rights or exemption as to any of said property.

I/WE UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND IS EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS ASSIGNMENT, I/WE VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED ON THIS ASSIGNMENT.

Mark E. Goebel 10-5-2011 — Mark E. Goebel — Date

Susan K Goebel 10-5-2011 — Susan K. Goebel — Date

Notwithstanding this assignment, Assignors shall continue to perform under the terms and conditions of the contract as purchasers. Should Assignors fail to perform as agreed under the terms and conditions of said contract, Assignors authorize and direct the Seller under said contract to notify Assignee accordingly. Upon receipt of such notice, it is agreed that Assignee may, at its option, perform any and all of the terms and conditions of said contract; and may, upon the completion of performance of said contract, request and receive a good and sufficient deed of conveyance to said real estate described in said contract from the sellers thereof to Assignee as Grantee. Nothing contained herein, however, shall be construed as a covenant or agreement by Assignee to perform said contract for or on behalf of the Assignors.

It is further agreed that in the event Assignee, at is option, makes any advances or other payments under said contract, the amounts paid or advanced shall also become part of the indebtedness hereby secured, and shall become immediately due and payable according to the terms of the herein note(s) and loan agreement(s), and shall bear interest at the rate provided in that/those documents.

Assignors agree that if any part of the above described real estate is sold or transferred by Assignors, or if amendments are made to, or assignments made under, the contract without the prior written consent of Assignee, Assignee may, at it option, declare all sums secured hereby, plus accrued interest thereon, to be immediately due and payable and bear interest at the rate provided in the note(s) or loan agreement(s) for sums declared immediately due and payable.

It is further agreed that in the event there is a default in the payment of the above described note(s), or default under the loan agreement(s), or any failure to perform by any party, including Assignor, under the contract prior to the time the loan is paid in full, Assignee may proceed to exercise any and all rights or options it has pursuant to this assignment the note(s), loan agreement(s), or any other related documents in connection with said loan(s) to collect the indebtedness and acquire the security herein assigned in full or partial satisfaction thereof.

This document may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Date Oct 5, 2011 **ASSIGNORS:**

Mark E. Goebel

Mark E. Goebel

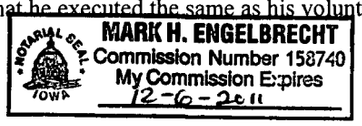
Susan K. Goebel

Susan K. Goebel

STATE OF Iowa)
) ss
COUNTY OF Linn)

On this 5th day of October 2011 before me, a Notary Public, personally appeared Mark E. Goebel, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(SEAL)



Mark H Engelbrecht

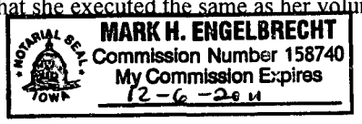
[Notary's Name]
Notary Public in and for said County and State
MARK H. ENGELBRECHT

My commission expires 12-6-2011.

STATE OF Iowa)
) ss
COUNTY OF Jones)

On this 5th day of October 2011 before me, a Notary Public, personally appeared Susan K. Goebel, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

(SEAL)



Mark H Engelbrecht

[Notary's Name]
Notary Public in and for said County and State
MARK H. ENGELBRECHT

My commission expires 12-6-2011

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned Anna Mae Wintakger a/k/a Anna Mae Fabric a/k/a Anna Wintakger Fabric, Seller under the above described contract, acknowledges due receipt of a true copy of said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; Seller will notify Assignee of any failure on the part of purchasers to perform as agreed under the terms and conditions of said contract. Further, Seller hereby consents to any material alterations Assignors has made or will make to the real estate described above including, but not limited to the construction of a hog facility.

Date 10-10-11 **SELLER:**

Anna Mae Wintakger a/k/a Anna Mae Fabric a/k/a Anna Wintakger Fabric

STATE OF Arizona)
) ss
COUNTY OF Maricopa)

On this 10th day of October 2011 before me, a Notary Public, personally appeared Anna Mae Wintakger a/k/a Anna Mae Fabric a/k/a Anna Wintakger Fabric, a single person, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

(SEAL)

JONATHAN MANGIAPANE
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
November 3, 2013

Notary Public in and for said County and State

My commission expires Nov 3, 2013.

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned Emily Ann Taylor, Seller or successor-in-interest to Sellers under the above described contrac' acknowledges due receipt of a true copy of said assignment and accepts notice of the provisions thereof and agrees to be bound thereby; Seller will notify Assignee of any failure on the part of purchasers to perform as agreed under the terms and conditions of said contract. Further, Seller hereby consents to any material alterations Assignors has made or will make to the real estate described above including, but not limited to the construction of a hog facility.

Date 10/24/11 **SELLER:**

Emily Ann Taylor

STATE OF Texas)
) ss
COUNTY OF Dallas)

On this 24th day of October 2011 before me, a Notary Public, personally appeared Emily Ann Taylor, a single person, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

(SEAL)

Notary Public in and for said County and State

My commission expires 7/14/2015

NATALIE DAVIS
Notary Public
STATE OF TEXAS
My Comm. Exp. July 14, 2015

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned Pamela Margaret Taylor Rebstock a/k/a Pamela M. Taylor and J.D. Rebstock, Sellers; or successors-in-interest to Sellers, under the above described contract, acknowledge due receipt of a true copy of said assignment and accept notice of the provisions thereof and agree to be bound thereby; Sellers will notify Assignee of any failure on the part of purchasers to perform as agreed under the terms and conditions of said contract. Further, Sellers hereby consent to any material alterations Assignors has made or will make to the real estate described above including, but not limited to the construction of a hog facility.

Date Oct 14 2011 **SELLERS:**

Pamela Margaret Taylor Rebstock a/k/a Pamela M. Taylor

J.D. Rebstock

STATE OF STATE OF FLORIDA
COUNTY OF ALACHUA)

On this 14th day of October 2011 before me, a Notary Public, personally appeared Pamela Margaret Taylor Rebstock a/k/a Pamela M. Taylor and J.D. Rebstock, wife and husband, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

(SEAL)

Notary Public in and for said County and State

My commission expires 9/30/13

MARILYN J. TIDWELL
MY COMMISSION # DD 894633
EXPIRES: September 30, 2013
Bonded Thru Notary Public Underwriters

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned Cynthia Marie Taylor Gomez and Alexander Gomez, Sellers, or successors-in-interest to Sellers, under the above described contract, acknowledge due receipt of a true copy of said assignment and accept notice of the provisions thereof and agree to be bound thereby; Sellers will notify Assignee of any failure on the part of purchasers to perform as agreed under the terms and conditions of said contract. Further, Sellers hereby consent to any material alterations Assignors has made or will make to the real estate described above including, but not limited to the construction of a hog facility.

Date Nov 2, 2011 **SELLERS:**

Cynthia Marie Taylor Gomez

Alexander Gomez

STATE OF _____)
) ss
COUNTY OF _____)

On this _____day of _____2011 before me, a Notary Public, personally appeared Cynthia Marie Taylor Gomez and Alexander Gomez, wife and husband, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

(SEAL)

Notary Public in and for said County and State

My commission expires _____.

Please See attached Acknowledgment.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On November 02, 2011 before me, Marina Malikov, Notary Public —
(Here insert name and title of the officer)

personally appeared Cynthia Taylor Gomez and W. Alexander Gomez,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marina Malikov
Signature of Notary Public

MARINA MALIKOV
Commission # 1823995
Notary Public - California
Sacramento County
My Comm. Expires Nov 22, 2012

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment of Real Estate Purchase Contract For Security Purposes
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 11/04/11

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- [X] Individual (s)
- [ ] Corporate Officer

(Title)

- [ ] Partner(s)
- [ ] Attorney-in-Fact
- [ ] Trustee(s)
- [ ] Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Iowa Agricultural Development Authority

Jeff Ward
Executive Director

505 Fifth Avenue, Suite 327, Des Moines, Iowa 50309- 2322
Tel.: (515) 281- 6444 ~ Fax: (515) 281- 8618 ~ E- Mail: iada@iowa.gov

ACCEPTANCE OF NOTICE OF ASSIGNMENT

The undersigned Iowa Agricultural Development Authority, Buyers under the above described contract, acknowledge due receipt of a true copy of said assignment and accept notice of the provisions thereof and hereby consent to such assignment.

Date 10/3/11

BUYERS:

Iowa Agricultural Development Authority

By Jeff Ward, Executive Director
Signature

Jeff Ward
Name (printed)

Executive Director
Title

STATE OF Iowa)
) ss
COUNTY OF Polk)

On this 3rd day of October 2011 before me, a Notary Public, personally appeared Jeff Ward to me known to be the person named in and who executed the foregoing instrument, who did say that he/she is Executive Director of the corporation; that the instrument was signed on behalf of the corporation by authority of its board of directors; and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation by it and by him/her voluntarily executed.

(SEAL) TAMMY NEBOLA
Commission Number 727137
My Commission Expires
2/27/2013

Tammy Nebola
Notary Public in and for said County and State

My commission expires 2/27/2013.

"We can lend a helping hand"